



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 03193030
Control 006901057
Project NH 2019(640) etc.
Highway US 87 etc.
County HOWARD

April 8, 2019

GILVIN-TERRILL, LTD.
PO BOX 9027
AMARILLO, TX 79105-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above.
You are authorized to begin construction in accordance with the provisions
of said contract.

Time for completion of the contract will be computed in accordance with
Item 8.

Your proposal check is being returned according to your instructions or your
proposal bid bond is released from further liability.

Sincerely,


Jesse A. Lineberger
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
BOND NO. PRF9267344

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO.	03193030
CONTROL	0069-01-057 ETC.
PROJECT	NH 2019(640) ETC.
HIGHWAY	US 87 ETC.
COUNTY	HOWARD

CONTRACT

between

STATE OF TEXAS

and

GILVIN-TERRILL, LTD.

for

CONSTRUCTION OF 2.404 MILES

of

US 87 ETC.

in

HOWARD COUNTY

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THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	03193030
CONTROL	0069-01-057 ETC.
PROJECT	NH 2019(640) ETC.
HIGHWAY	US 87 ETC.
COUNTY	HOWARD

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **GILVIN-TERRILL, LTD.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **134 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: NH 2019(640)
COUNTY : HOWARD

, ETC.

CCSJ
006901057

BIDDER
1

DATE DIV JOB
3 19 47 30

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
110	6001		EXCAVATION (ROADWAY) CY	3,306.000	8.000	26,448.00
110	6002		EXCAVATION (CHANNEL) CY	19,834.000	10.000	198,340.00
132	6004		EMBANKMENT (FINAL) (DENS CONT) (TY B) CY	3,785.000	5.000	18,925.00
160	6003		FURNISHING AND PLACING TOPSOIL (4") SY	90,036.000	3.000	270,108.00
164	6021		CELL FBR MLCH SEED (PERM) (RURAL) (SANDY) SY	43,132.000	.350	15,096.20
164	6033		DRILL SEEDING (PERM) (RURAL) (SANDY) SY	90,036.000	.150	13,505.40
164	6041		DRILL SEEDING (TEMP) (WARM) SY	45,019.000	.150	6,752.85
164	6043		DRILL SEEDING (TEMP) (COOL) SY	45,019.000	.150	6,752.85
168	6001		VEGETATIVE WATERING MG	4,920.000	9.700	47,724.00
402	6001		TRENCH EXCAVATION PROTECTION LF	529.000	30.000	15,870.00
420	6010		CL A CONC (PLUG) EA	2.000	10,000.000	20,000.00
432	6002		RIPRAP (CONC) (5 IN) CY	62.000	1,250.000	77,500.00
459	6014		GABION MATTRESSES (GALV) (24 IN) SY	1,025.000	150.000	153,750.00
462	6002		CONC BOX CULV (3 FT X 3 FT) LF	292.000	450.000	131,400.00
464	6003		RC PIPE (CL III) (18 IN) LF	52.000	250.000	13,000.00
464	6007		RC PIPE (CL III) (30 IN) LF	53.000	300.000	15,900.00
465	6173		MANH (COMPL) (TY A) EA	1.000	10,000.000	10,000.00
466	6179		WINGWALL (PW - 1) (HW=4 FT) EA	1.000	50,000.000	50,000.00
467	6112		SET (TY I) (S=3 FT) (HW= 4 FT) (4:1) (C) EA	1.000	30,000.000	30,000.00
467	6358		SET (TY II) (18 IN) (RCP) (4: 1) (C) EA	2.000	5,000.000	10,000.00

PROJECT: NH 2019 (640)
COUNTY : HOWARD

, ETC.

CCSJ
006901057

BIDDER
1

DATE DIV JOB
3 19 47 30

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
467	6420		SET (TY II) (30 IN) (RCP) (4: 1) (P) EA 2.000	5,500.000	11,000.00
476	6019		JACK BOR OR TUN PIPE(30 IN) (RC) (CL III) LF 115.000	1,200.000	138,000.00
476	6066		JACK BOR TUN BOX CULV (3 FT X 3 FT) LF 70.000	2,100.000	147,000.00
496	6005		REMOV STR (WINGWALL) EA 2.000	5,000.000	10,000.00
500	6001		MOBILIZATION LS 1.000	185,000.000	185,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO 7.000	20,000.000	140,000.00
506	6001	004	ROCK FILTER DAMS (INSTALL) (TY 1) LF 175.000	65.000	11,375.00
506	6011	004	ROCK FILTER DAMS (REMOVE) LF 175.000	25.000	4,375.00
506	6020	004	CONSTRUCTION EXITS (INSTALL) (TY 1) SY 204.000	35.000	7,140.00
506	6024	004	CONSTRUCTION EXITS (REMOVE) SY 204.000	15.000	3,060.00
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF 2,010.000	2.500	5,025.00
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF 2,010.000	1.500	3,015.00
6185	6002	001	TMA (STATIONARY) DAY 10.000	3,500.000	35,000.00
6185	6005	001	TMA (MOBILE OPERATION) DAY 10.000	3,500.000	35,000.00
TOTAL					1,866,062.30

CONTRACT NO. 03193030

COUNTY HOWARD

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By



Date

4/8/19

GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR
Party of the Second Part

GILVIN-TERRILL, LTD.

By:


(Title)

President

4-1-19

(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

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CARLOS J. RODRIGUEZ PE, DIRECTOR CONSTRUCTION SECTION

PERFORMANCE BOND

CONTRACT NO. 03193030

COUNTY HOWARD

BOND NO. PRF9267344

KNOW ALL PERSONS BY THESE PRESENTS:

That we **GILVIN-TERRILL, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one million eight hundred sixty-six thousand sixty-two and 30/100 Dollars (\$1,866,062.30)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 3rd day of April, 2019.

GILVIN-TERRILL, LTD.



CONTRACTOR

*By: President
(Title)

CONTRACTOR

*By: _____
(Title)

Frank Siddons Insurance Agency Fort Worth, Inc.
2900 Marquita Drive
Fort Worth, TX 76116-4016

**FIDELITY AND DEPOSIT
COMPANY OF MARYLAND**

SURETY (Print Firm Name and Seal)

*By: Donda L. Sward
ATTORNEY-IN-FACT

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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PAYMENT BOND

CONTRACT NO. 03193030

COUNTY HOWARD

BOND NO. PRF9267344

KNOW ALL PERSONS BY THESE PRESENTS:

That we **GILVIN-TERRILL, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one million eight hundred sixty-six thousand sixty-two and 30/100 Dollars (\$1,866,062.30)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 3rd day of April, 2019

GILVIN-TERRILL, LTD.

CONTRACTOR

*By:

(Title)

CONTRACTOR

*By:

(Title)

Frank Siddons Insurance Agency Fort Worth, Inc.
2900 Marquita Drive
Fort Worth, TX 76116-4016

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND

SURETY (Print Firm Name and Seal)

*By:

ATTORNEY-IN-FACT

SURETY (Print Firm Name and Seal)

*By:

(Title)

SURETY (Print Firm Name and Seal)

*By:

(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Steven B. SIDDONS, Holly A. GRAVENOR, Lorrie SCOTT, Shirong CHEN and Linda K. EDWARDS, all of Fort Worth, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of March, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

*Assistant Secretary
Dawn E. Brown*

*Vice President
Robert D. Murray*

State of Maryland
County of Baltimore

On this 11th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of April, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

